IN THE UNITED STATES DISTRICT COURT NORTHERN DISTRICT COURT OF ILLINOIS, EASTERN DIVISION

In re: Lion Air Flight JT 610 Crash

RINI EKA A. SOEGIYONO, Administrator of the Estate of NIAR RURI SUNARNIATI SOEGIYONO, deceased, et al.;

Plaintiff,

VS.

THE BOEING COMPANY, a corporation,

Defendants.

RINI EKA A. SOEGIYONO, Administrator of the Estate of ANDRI WIRANOFA, deceased, et al.

Plaintiff,

VS.

THE BOEING COMPANY, a corporation,

Defendants.

Related to:

NURDIN RAKHMAN SEMENDAWAI, Administrator of the Estate of ANDRI WIRANOFA, deceased, et al.

Plaintiff,

VS.

THE BOEING COMPANY, a corporation,

Defendants.

Lead Case: 1:18-cv-07686

Case Nos.: 1:19-cv-02764 and 1:19-cv-05311

(Soegiyono Actions)

Related to Case No.: 1:19-cv-05311 (Nurdin

Action)

Assigned for all purposes to the Hon. Thomas

M. Durkin

DECLARATION OF SANJIV N. SINGH IN SUPPORT OF PLAINTIFF SOEGIYONO'S COUNSEL'S OPPOSITION TO MOTION TO COMPEL BINDING ARBITRATION

Hearing Information

Date: March 22, 2021 Time: 10:00 AM

DECLARATION OF SANJIV N. SINGH

- I, SANJIV N. SINGH, do hereby DECLARE as follows:
- I am licensed to practice in the State of California and have been counsel engaged by
 Plaintiffs in this matter. I am the principal and owner of the firm Sanjiv N. Singh, a
 Professional Law Corporation ("SNS"). I have personal knowledge of the matters stated
 below, and if called as a witness, could and would testify thereto.
- 2. My practice, along with Indrajana Law Group, a PLC ("ILG") and Kabateck LLP ("KBK") was engaged by Plaintiff Rini Eka A. Soegiyono in February 2019. SNS is an independent firm from ILG and KBK, and it does not act as an agent for any other entity. As such, I cannot speak for either ILG or KBK because they are separate firms and they are independent from me and my practice.
- 3. On June 17, 2020, I telephonically appeared before this Court for a hearing on Plaintiff Soegiyono's Motion to Appoint Guardian Ad Litem. Also present in the conference room with me at the time was Mr. Michael Indrajana of ILG, and Mr. Indrajana was listening in the background as co-counsel and as a critical backup in the event I needed additional information during the hearing. I have reviewed the transcript from that hearing and my own notes, and I did not agree in any official or definitive manner, nor did any other firm agree, to any arbitration at the hearing.
- 4. Between June 2020 to September 2020, I exchanged several emails with Mr. Charles Herrmann from HLG regarding the potential choice of dispute resolution of the attorneys' fee dispute before Judge O'Connell. I did not agree to a binding arbitration, but I was not opposed to and was considering a non-binding arbitration or neutral evaluation before Judge O'Connell at that time. In California, fee disputes are sometimes successfully resolved through informal non-binding arbitrations and/or neutral evaluation through the California State Bar program known as the Mandatory Fee Arbitration program or other private non-binding arbitration.

I declare under penalty of perjury under the laws of the State of California and Illinois that the foregoing is true and correct to the best of my knowledge or belief based on reliable information.

DATED this 5th day of March 2021, at San Mateo, California.

SANJIV N. SINGH